

1 BLAKELY LAW GROUP  
2 BRENT H. BLAKELY (CA Bar No. 157292)  
3 1334 Parkview Avenue, Suite 280  
4 Manhattan Beach, California 90266  
5 Telephone: (310) 546-7400  
6 Facsimile: (310) 546-7401  
7 Email: BBlakely@BlakelyLawGroup.com

8 Attorneys for Defendants  
9 ESSENTIAL CONSULTANTS, LLC and  
10 MICHAEL COHEN  
11

12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**  
14

15 STEPHANIE CLIFFORD a.k.a.  
16 STORMY DANIELS a.k.a. PEGGY  
17 PETERSON, an individual,

18 Plaintiff,

19 v.

20 DONALD J. TRUMP a.k.a. DAVID  
21 DENNISON, an individual,  
22 ESSENTIAL CONSULTANTS, LLC, a  
23 Delaware Limited Liability Company,  
24 MICHAEL COHEN, an individual, and  
25 DOES 1 through 10, inclusive,

26 Defendants.  
27  
28

Case No. 2:18-CV-02217-SJO-FFM

**DECLARATION OF MICHAEL D.  
COHEN IN SUPPORT OF MOTION  
TO STRIKE OR, ALTERNATIVELY,  
DISMISS FIRST AMENDED  
COMPLAINT**

Assigned for All Purposes to the  
Hon. S. James Otero

**Date: May 7, 2018**

**Time: 10:00 a.m.**

**Location: 350 West 1<sup>st</sup> Street  
Courtroom 10C, 10<sup>th</sup> Floor  
Los Angeles, CA 90012**

Action Filed: March 6, 2018

**DECLARATION OF MICHAEL D. COHEN**

I, Michael D. Cohen, declare as follows:

1. I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify to the matters stated herein.

2. On or about October 26, 2016, defendant Essential Consultants, LLC (“EC”) and Plaintiff Stephanie Clifford aka “Stormy Daniels” aka “Peggy Peterson” aka “PP” (“Clifford” or “Plaintiff”) entered into a *Confidential Settlement Agreement and Mutual Release* (the “Settlement Agreement”).

3. I signed the Settlement Agreement on behalf of EC on or about October 28, 2016. Clifford signed the Settlement Agreement on or about the same date. Thereafter, EC paid Clifford, and she accepted \$130,000 pursuant to the Settlement Agreement. At no time between Clifford’s execution of the Settlement Agreement, and the filing of this lawsuit, did Clifford or her attorney ever communicate any assertion to me that the Settlement Agreement was invalid or unenforceable for any reason, including because it was not signed by “David Dennison” or Defendant Donald Trump, or make any attempt to return the \$130,000 that EC paid to Clifford.

4. To the best on my knowledge, Clifford performed all of her obligations under the Settlement Agreement for approximately sixteen months following its execution, and made no public statements disclosing Confidential Information (as defined in the Settlement Agreement) during that time. Prior to February 2018, Clifford’s only complaint relating to the Settlement Agreement was in October 2016, prior to her execution of the Settlement Agreement, when she complained through her attorney that she was not receiving the \$130,000 payment quickly enough.

5. On or about January 10, 2018, Plaintiff issued a signed statement denying that she had a sexual and/or romantic affair with Mr. Trump (the “January 10, 2018 Written Denial”). I had no involvement in the drafting or wording of the January 10, 2018 Written Denial. I did not request that Plaintiff issue the January 10, 2018 Written Denial, nor approve of its wording prior to issuance. I was sent a copy

1 of the January 10, 2018 Written Denial by Plaintiff's former counsel after it was  
2 provided to the media. A true and correct copy of the January 10, 2018 Written  
3 Denial is attached hereto as **Exhibit A**.

4       6. On or about January 30, 2018, Plaintiff issued a signed statement entitled  
5 "Official Statement of Stormy Daniels," wherein she again denied having a sexual  
6 relationship with Mr. Trump (the "January 30, 2018 Written Denial"). I had no  
7 involvement in the drafting or wording of the January 30, 2018 Written Denial. I did  
8 not request that Plaintiff issue the January 30, 2018 Written Denial, nor approve of its  
9 wording prior to issuance. I was sent a copy of the January 30, 2018 Written Denial  
10 by Plaintiff's former counsel after it was provided to the media. A true and correct  
11 copy of the January 30, 2018 Written Denial is attached hereto as **Exhibit B**.

12       7. I have never communicated directly with Plaintiff, orally or in writing.  
13 All of my communications with Plaintiff have been through her counsel.

14       8. On or about February 22, 2018, EC filed an arbitration proceeding at  
15 ADR Services, Inc. ("ADRS") in Los Angeles (the "Arbitration"), pursuant to the  
16 arbitration provision in the Settlement Agreement.

17       9. In the Arbitration, EC brought an emergency application for a  
18 Temporary Restraining Order; ADRS appointed an emergency arbitrator (a retired  
19 California Superior Court judge); and the arbitrator reviewed the papers, found that  
20 EC had met its initial burden and granted the application. The arbitrator entered an  
21 order prohibiting Clifford from violating the Settlement Agreement by, among other  
22 things, disclosing any Confidential Information to the media or in court filings.

23       I declare under penalty of perjury under the laws of the United States of  
24 America that the foregoing is true and correct.

25       Executed on April 9, 2018, at New York, New York.

26  
27  
28  
  
MICHAEL D. COHEN

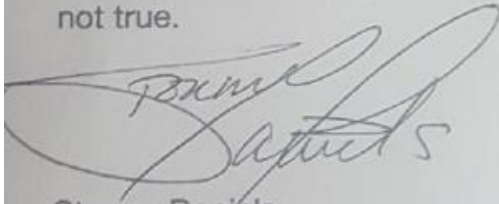
# **Exhibit A**

January 10, 2018

TO WHOM IT MAY CONCERN:

I recently became aware that certain news outlets are alleging that I had a sexual and/or romantic affair with Donald Trump many, many, many years ago. I am stating with complete clarity that this is absolutely false. My involvement with Donald Trump was limited to a few public appearances and nothing more. When I met Donald Trump, he was gracious, professional and a complete gentleman to me and EVERYONE in my presence.

Rumors that I have received hush money from Donald Trump are completely false. If indeed I did have a relationship with Donald Trump, trust me, you wouldn't be reading about it in the news, you would be reading about it in my book. But the fact of the matter is, these stories are not true.



Stormy Daniels

# **Exhibit B**

Official Statement of Stormy Daniels

January 30, 2018

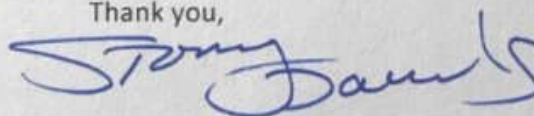
To Whom It May Concern:

Over the past few weeks I have been asked countless times to comment on reports of an alleged sexual relationship I had with Donald Trump many, many, many years ago.

The fact of the matter is that each party to this alleged affair denied its existence in 2006, 20011, 2016, 2017 and now again in 2018. I am not denying this affair because I was paid "hush money" as has been reported in overseas owned tabloids. I am denying this affair because it never happened.

I will have no further comment on this matter. Please feel free to check me out on Instagram at @thestormydaniels.

Thank you,

A handwritten signature in blue ink that reads "Stormy Daniels". The signature is stylized with a large, looped "S" and a cursive "Daniels".

Stormy Daniels